THE HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.Nos. 7134, 7136 and 7137 of 2006

15-06-2006

W.P.No. 7134 of 2006

Between:-

M/s. Vishal Traders rep., by its proprietor Sri Vimal Chand Jain, Hyderabad.

Petitioner

And

A.P. Genco, rep., by the Managing Director, Vidyuth Sowdha, Hyderabad and another.

Respondents

W.P.No. 7136 of 2006

Between:-

M/s. Vishal Traders rep., by its proprietor Sri Vimal Chand Jain, Hyderabad.

Petitioner

And

A.P. Genco, rep., by the Managing Director, Vidyuth Sowdha, Hyderabad and another.

Respondents

-

-

-

-

-

-

-

W.P.No. 7137 of 2006

Between:-

M/s. Vishal Traders rep., by its proprietor Sri Vimal Chand Jain, Hyderabad.

Petitioner

And

A.P. Genco, rep., by the Managing Director, Vidyuth Sowdha, Hyderabad and another.

Respondents

THE HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.Nos. 7134, 7136 and 7137 of 2006

Oral common order:

Heard the learned counsel for the petitioner and the learned standing counsel for the respondents – Smt. E. Urmila.

The above writ petitions raise common questions of law involving substantially similar aspects of facts.

The petitioner (in W.P.No. 7134 of 2006) is a proprietary concern trading in metal scrap and having a continual contractual relationship with the 1st respondent for purchase and sale of scrap. On 24-05-2005, pursuant to a tender notification issued on behalf of the 1st respondent-Corporation, the petitioner submitted its tender. The petitioner's bid was found acceptable and the 2nd respondent accepted the petitioner's bid and issued a sale order on 24-11-2005.

It would appear that on 16-03-2006 the petitioner's firm was black listed for a period of one year in respect of its contractual performance in another contract with the 1st respondent. On the basis of the order of black listing dated 16-03-2006, the sale order dated 24-11-2005 issued to the petitioner has been cancelled. The cancellation is the subject matter of these writ petitions.

The sale order issued to the petitioner is pursuant to a concluded contract between the parties and the impugned action is one at a post contractual stage. It is neither pleaded, urged or established by the petitioner that the contract between the parties is a statutory contract, governed by statutory rules. No doubt, the 1st respondent is a 'State' within the meaning of Article 12 of the Constitution of India. Even so, when a contract is non statutory, post contractual disputes are normally to be adjudicated before the civil court of competent jurisdiction or before an arbitrator, if there be an arbitration clause between the parties to the agreement. Adjudication of post contractual disputes, when the contract is not statutory in character, is normally declined in exercise of the discretion under

Article 226 of the Constitution of India, as effective alternative remedies are available. This case presents no factual situation warranting a departure from the norm. The principle is too well settled vide *Radhakrishna Agarwal vs. State of Bihar* ([1]).

On the aforesaid analysis, no interference is called for in these writ petitions. The writ petitions are accordingly dismissed. The petitioner is at liberty to avail appropriate remedies under law. Nothing in this order shall be construed as an expression by this court on the merits of the claims of the petitioner herein. No costs.

_____

GODA RAGHURAM, J

Dated:15-06-2006

Pvks/*